

**Appendix WP
Exhibit I
PRICE LIST - OKLAHOMA**

PER BOOK PRICE DELIVERED TO ICG END USERS	\$ 6.50
SUBSEQUENT DELIVERY	\$ 10.00
ADDITIONAL INFORMATION PAGE OKLAHOMA CITY	\$6600.00
TULSA (business)	\$4600.00
TULSA (residence)	\$4600.00

**Appendix WP
Exhibit I
PRICE LIST - TEXAS**

PRICE PER BOOK DELIVERED TO ICG END USER	\$ 6.50
SUBSEQUENT DELIVERY	\$ 10.00
ADDITIONAL INFORMATION PAGE	
AUSTIN	\$ 8,500.00
DALLAS (business)	\$16,000.00
DALLAS (residence)	\$14,000.00
FT. WORTH	\$ 9,200.00
HOUSTON (business)	\$19,000.00
HOUSTON (residence)	\$18,000.00
SAN ANTONIO	\$10,000.00
WACO	\$ 1,600.00

APPENDIX BCR

SEPTEMBER 1996

APPENDIX BCR BILLING, COLLECTING AND REMITTING APPENDIX

This Appendix sets forth the terms and conditions that apply to those telecommunications services for which charges are billed and collected by one Local Exchange Carrier (LEC) but earned by another LEC; and to establish procedures for the billing, collecting and remitting of such charges and for compensation for the services performed in connection with the billing, collecting and remitting of such charges.

I. DEFINITIONS

- A. BellCore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues recorded by one BCC (or LEC) and billed to an end user of another BCC (or LEC) as described in accordance with the BellCore Practice BR 981-200-110.
- B. Charges - the amount approved or allowed by the appropriate regulatory authority to be billed to an end user for any of the services described in Section II., rendered by a LEC to an end user.
- C. Compensation - the amount to be paid by one Party to the other Party for billing, collecting and remitting of charges as set forth in Section IV.
- D. IntraLATA - within a Local Access and Transport Area (LATA) - IntraLATA messages are those messages, either intrastate or interstate, which originate and terminate within a LATA. The term "IntraLATA messages," as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- E. InterLATA - between Local Access and Transport Areas (LATAs) as defined in the FCC's CC Docket No. 78-72. InterLATA messages are those messages which originate in one LATA and terminate in a different LATA. The term "InterLATA messages" as used herein, shall only include those that qualify for the BellCore Client Company BCC CATS process.
- F. Local Exchange Carrier (LEC) - as used in this Appendix shall mean those Local Exchange Carriers or Local Service Providers using BCC CATS as a message tracking system.
- G. Local Message - Local messages are those messages which originate and terminate within the area defined as the local service area of the station from which the message originates.
- H. Revenues - the sum of all or part of the charges as defined above.

II. SCOPE OF APPENDIX

This Appendix shall apply to procedures for the billing, collecting and remitting of revenues (and compensation to either Party for billing, collecting and remitting of such revenues) derived from the following services:

- 1) LEC-carried (traffic transported by facilities belonging to a LEC) local messages of the following types:
 - a. Local Message Service Charges Billed to a Calling Card or to a Third Number.
 - b. Directory Assistance Calls Charged to a Calling Card or to a Third Number.
 - c. Public Land Mobile Radiotelephone Transient-Unit Local Message Service
(Mobile Channel Usage Link Charge).
 - d. Maritime Mobile Radiotelephone Service and Aviation Radiotelephone Service (Marine, Aircraft, High Speed Train Radio Link Charges).
- 2) LEC-carried Interstate IntraLATA and Interstate InterLATA telecommunications services that qualify for and flow through the BCC CATS process as addressed in the BellCore Practice BR 981-200-110, of the following types:
 - a. Interstate IntraLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - b. Interstate InterLATA Toll Service carried by an LEC and charged to a Calling Card or a Third Number.
 - c. Radio Link Charges where service is provided by one LEC and billed by another LEC.

III. RESPONSIBILITIES OF THE PARTIES

- A. LSP agrees to bill, collect and remit to SWBT the charges for the services described in Section II. which are provided by any LEC (including SWBT), to be billed to end users of the LSP.
- B. In those cases in which the charges for the services listed in Section II. are due any LEC other than SWBT, SWBT will arrange to transfer these charges to the appropriate company in accordance with accepted industry standards.

- C. Charges for the services listed in Section II. which are to be billed, collected and remitted by LSP shall be remitted by LSP to SWBT within 30 days of the date of the bill.
- D. SWBT agrees to bill, collect and remit to LSP the charges for the services described in Section II. provided and earned by LSP when charges are to be billed by another LEC (including SWBT) to its respective end users.
- E. Charges for the services listed in Section II. to be billed, collected and remitted by SWBT or any other LEC shall be remitted by SWBT to the LSP within 30 days of the date of the bill.
- F. The full amount of the charges transmitted to either Party for billing, collecting and remitting shall be remitted by the Party whose end users are being billed, without setoff, abatement or reduction for any purpose, other than to deduct the compensation, as described in Section IV, due the Party for performing the end user billing function. The Party billing the end user shall be responsible for all uncollectible amounts related to the services described in Section II.
- G. Each Party will furnish to the other such information as may be required for monthly billing and remitting purposes.

IV. COMPENSATION

Each Party will compensate the other Party in the amount of \$.08 for each charge billed for any service described in Section II. 1) by a billing Party and subsequently remitted by such billing Party to the other Party hereto. Each party will compensate the other Party in the amount of \$.05 for each charge billed for any service described in Section II. 2) by a billing party and subsequently remitted by such billing Party to the other Party hereto. Such compensation shall be paid (unless a Party has collected such compensation as described in Section III.F. above) within 30 days of the date of a bill for such compensation by the Party performing the billing, collecting and remitting functions described in Section III.

APPENDIX OS
SEPTEMBER 1996

APPENDIX OS

LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES

This Appendix sets forth the terms and conditions under which SWBT agrees to provide local and intraLATA operator assistance services ("Operator Services") for the LSP. This Appendix applies only to operator assistance services provided within a Local Access and Transport Area (LATA).

I. SERVICES

SWBT will provide the following three tiers of Operator Services:

- A. **FULLY-AUTOMATED** - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT operator, hereafter called "Operator."

AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where the LSP has Automatic Number Identification (ANI) equipment and Touch-tone service in place. AABS cannot be activated from a rotary telephone and failure or low response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have Touch-tone service to accept calls that are billed collect or to a third number.

- B. **SEMI-AUTOMATED** - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- C. **NON-AUTOMATED** - Allows the caller to complete a call by receiving full assistance from an Operator.

II. CALL TYPES

SWBT will provide the following call types to the LSP:

- A. **FULLY AUTOMATED CALLING CARD STATION-TO-STATION** - A service provided when the caller dials 0+(plus) the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix is one that SWBT recognizes for use in the billing of intraLATA or local calls. This service may also include the following situations:

1. A disabled caller dials zero but cannot complete the call due to the disability. The caller identifies himself or herself as disabled and gives the Operator the desired telephone number and the calling card number to which the call is to be billed.
 2. When due to trouble on the network or lack of service components, AABS cannot be completed without assistance from an Operator.
 3. When an Operator reestablishes an interrupted call that meets any of the situations described in this section A.
- B. FULLY AUTOMATED STATION-TO-STATION - This service is limited to those calls placed collect or billed to a third number. The caller dials 0+(plus) the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
1. The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
 2. When due to trouble on the network or lack of service components, AABS cannot be completed without assistance from an Operator.
 3. When an Operator reestablishes an interrupted call that meets any of the situations described in this section B.
- C. SEMI-AUTOMATED STATION-TO-STATION - A service provided when the caller dials 0+(plus) the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
1. Where the caller does not dial zero prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
 2. When an Operator re-establishes an interrupted call that meets any of the situations described in this section C.
- D. SEMI-AUTOMATED PERSON-TO-PERSON - A service in which the caller dials 0+(plus) the telephone number desired and specifies to the Operator the

particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:

1. Where the caller does not dial a zero prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
2. When an operator reestablishes an interrupted call that meets any of the situations described in this section D.

E. SEMI-AUTOMATED CALLING CARD STATION-TO-STATION - A service provided when the caller dials 0+(plus) the desired telephone number, then gives to the Operator the calling card number to which the call is to be charged. The service may also include the following situations:

1. When the caller does not dial zero prior to dialing the number desired from a public or semi-public telephone, or from a telephone that is directly routed to an Operator, and the call is billed to a calling card.
2. When an Operator reestablishes an interrupted call that meets any of the situations described in this section E.

F. STATION-TO-STATION (OPERATOR HANDLED) - A service provided when the caller dials 0 and places a sent paid, collect, third number or calling card station-to-station call using an Operator's assistance. These calls may originate from a private, public or semi-public telephone. The service may also include the following situation:

1. When an Operator reestablishes an interrupted call that meets any of the situations described in this section F.

G. PERSON-TO-PERSON (OPERATOR HANDLED)- A service in which the caller dials zero and specifies to the Operator the number desired and the person to be reached, or a particular PBX station, department or office to be reached through a PBX attendant, or a particular mobile service point to be reached through a mobile telephone attendant. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party

other than the party previously specified. The service may also include situations when an Operator reestablishes an interrupted call that meets any of the situations described in this section G.

- H. 0⁻ TRANSFER - A service in which the caller dials zero and desires to place an interLATA call using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in an offering of the LSP similar to SWBT's "0⁻ Transfer" service offering. LSP agrees to obtain all necessary compensation arrangements between LSP and participating carriers.
- I. CALL BRANDING - The process by which an Operator, either live or recorded, will identify the operator service provider. This service shall be available only under the following terms and conditions:
 - 1. LSP obtains the requisite Carrier Identification Code (CIC) from Bellcore or the designated assigning entity; and
 - 2. LSP pays for facilities upgrades necessary to provide branding of the services hereunder; or
 - 3. LSP uses dedicated facilities or trunk groups to connect to SWBT facilities.
- J. OTHER OPERATOR ASSISTANCE SERVICES
 - 1. LINE STATUS VERIFICATION - A service in which the caller asks the Operator to determine the condition of an access line.
 - 2. BUSY LINE INTERRUPT - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if the parties interrupted refuse to terminate the conversation in progress.
 - 3. HANDLING OF EMERGENCY CALLS TO OPERATOR - To the extent the LSP's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller on his/her community and to transfer the caller to the PSAP governing the caller's area. LSP must provide SWBT with the correct information to enable the transfer, and LSP shall indemnify SWBT for any misdirected calls.

III. RESPONSIBILITIES OF THE PARTIES

- A. The LSP agrees that SWBT will be the sole provider of local and IntraLATA Toll Operator Services described in Sections I and II for the LSP's local service area(s) listed in Exhibit I at SWBT's operator offices beginning on the service effective date shown in Exhibit I. SWBT will provide the Operator Services, including AABS, only where the necessary physical facilities are available and in place and under conditions previously stated in this Appendix. Exhibit I is attached and is part of this Appendix.
- B. SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix .
- C. The LSP will be responsible for providing and maintaining the equipment and facilities necessary for routing calls and signals to each SWBT operator office, including any dedicated facilities used by LSP to permit branding.
- D. Facilities necessary for SWBT to provide operator service to LSP shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities.
- E. The LSP will promptly furnish all records required by SWBT to provide the Operator Services. Such records, or information, shall include LSP's end user's line number in addition to the ported number retained by LSP's end user where INP is employed. The LSP will provide the initial records by a date set by SWBT, in advance of the effective date specified in Exhibit I. The LSP will keep these records current by using reporting forms and procedures that are acceptable to SWBT, and will inform SWBT in advance of any changes to be made in such records. SWBT will specify the required interval for such advance notice. LSP will provide all records and changes to records to SWBT in writing or in any other mutually agreeable format.
- F. SWBT will accumulate and provide the LSP such data as necessary for the LSP to verify traffic volumes and bill its end users.
- G. The LSP will have the option of selecting the "Call Branding" phrase (as described in Exhibit II) to identify itself on each call, subject to final approval by SWBT.

IV. METHODS AND PRACTICES

SWBT will provide the Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both parties.

V. BASIS OF COMPENSATION

Compensation shall be based on the rates in Exhibit II, BASIS OF COMPENSATION, which is attached and made part of this Appendix. The LSP may select to be billed on either the "Completed Billable Calls" or "SWBT Standard Work Seconds" basis. The rates and billing option will apply for one year from the service effective date for each local service area(s). After one year, SWBT may change the rates upon one hundred twenty (120) days' notice.

VI. MUTUALITY

LSP agrees that to the extent it offers the type of services covered by this Appendix to any company, LSP will provide such services to SWBT under terms and conditions comparable to the terms and conditions contained in this Appendix, should SWBT request such services.

VII. INDEMNIFICATION

- A. The LSP agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorneys' fees, that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the LSP customers' use of the Operator Services.
- B. The LSP also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand, or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of the Operator Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the Operator Services.
- C. The LSP shall defend against all customer claims just as if the LSP had provided such service to its customer with the LSP's own Operators and shall assert its tariff limitation of liability for benefit of both SWBT and the LSP.

IX. TERM OF APPENDIX

- A. Unless sooner terminated, this Appendix will continue in force for a period of one year from the effective date of service in each exchange as shown in Exhibit I, LSP EXCHANGE OFFICES, and thereafter until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
- B. If the agreed-upon term of the Appendix is two (2) years, and the LSP terminates it prior to the end of the two-year term, the LSP shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the two-year term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.
- C. If the agreed-upon term of the Appendix is three (3) years, and the LSP terminates it prior to the end of the three-year term, the LSP shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the remainder of the three-year term. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Appendix prior to its termination.
- D. If the agreed-upon term of the Appendix is five (5) years, and the LSP terminates it prior to the end of the five-year term, the following will apply:
 - 1. If the LSP terminates this Appendix up to and including two (2) years from the effective date of service, as described in Subsection A. of this Section (Terms of Appendix), the basic rate for a two-year period will apply. With respect to actual service(s) provided by SWBT and paid for by the LSP under this Appendix, the LSP shall pay the difference between the basic rate for a two-year period and the discounted rate for the five-year period, along with a Termination Interest Charge as described in Subsection D.3 of this Section (Terms of Appendix). Estimated monthly charges at the basic rate for a two-year period will be applicable for the remainder, if any, of the two-year period and will be based on an average of the actual monthly billable calls billed by SWBT pursuant to this Appendix prior to its termination. Payment is due from the LSP within thirty (30) days of the issuance of a final bill by SWBT.
 - 2. If the LSP terminates this Appendix up to and including three (3) years from the effective date of service, as described in Subsection A. of this

Section (Terms of Appendix), the basic rate for a three-year period will apply. With respect to actual service(s) provided by SWBT and paid for by the LSP under this Appendix, the LSP shall pay the difference between the basic rate for a three-year period and the discounted rate for the five-year period along with a Termination Interest Charge as described in Subsection D.3 of this Section (Terms of Appendix). Estimated monthly charges at the basic rate for a three-year period will be applicable for the remainder if any, of the three-year period and will be based on an average of the actual monthly billable calls billed by SWBT pursuant to this Appendix prior to its termination. Payment is due from the LSP within thirty (30) days of the issuance of a final bill by SWBT.

3. The Termination Interest Charge will be applied to the amounts due, based on the difference between the basic rate for the applicable period (two- or three-years) and the actual discounted rate for five-years, as described in Subsection D., 1. and D., 2 of this Section (Terms of Appendix). The interest rate shall be set at three (3) points above the current yield of the U.S. Benchmark 30-year Treasury Bond, as published in the Wall Street Journal on the day the contract is terminated.
 4. If the LSP terminates this Appendix after three (3) years and prior to the agreed-upon term of one year from the effective date of service, as described in Subsection A. of this Section (Terms of Appendix), the LSP shall pay, within thirty (30) days of the issuance of a final bill by SWBT, all amounts due for actual services provided under this Appendix, including estimated monthly charges for the remainder of the five-year term of the Appendix. Estimated charges will be based on an average of the actual monthly amounts billed by SWBT pursuant to this Agreement prior to its termination.
- E. The rates applicable for determining the amount(s) under the terms outlined in this Section (Terms of Appendix) of this Appendix are those specified in Exhibit II, BASIS OF COMPENSATION - COMPLETED BILLABLE CALL.

APPENDIX OS
EXHIBIT I

SAMPLE

APPENDIX OS

EXHIBIT I

LOCAL SERVICE AREA(S)

LSP LOCAL SERVICE AREA(s)

EFFECTIVE DATE

APPENDIX OS

EXHIBIT II-A

BASIS OF COMPENSATION (COMPLETED BILLABLE CALL METHOD)

Billing will be on Completed Billable Calls with the exception of Line Status Verification and Busy Line Interrupt services, which will be billed per occurrence. The following rates will apply for each service element; these rates have been adjusted to include applicable Operator Assistance Volume Discount and Multi-Service Discount plans.

<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Per Completed Billable Call)
1. Fully Automated Station	0+ Collect 0+ third Number	\$x.xx
2. Full Automated Calling Card	0+ Clg. Card	\$x.xx
3. Semi-Automated Station	0+ Sent Paid 0+ Collect 0+ third Number	\$x.xx
4. Semi-Automated Person	0+ Person Paid 0+ Person Collect 0+ Person third Number 0+ Person Clg. Card	\$x.xx
5. Semi-automated Calling Card	0+ Clg. Card	\$x.xx
6. Non-automated Station	0- Sent Paid 0- Collect 0- third Number 0- Clg. Card	\$x.xx

<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u>
7. Non-automated Person	0- Person Paid 0- Person Collect 0- Person third Number 0- Person Clg. Card	\$x.xx (Per occurrence)
8. Line Status Verification	0- LSV 0+ LSV	\$x.xx
9. Busy Line Interrupt	0- BLI 0+ BLI	\$x.xx
10. 0- Transfer	0-	\$x.xx
11. Call Branding		No additional charge per call

The specific branding phrase used to identify the LSP will be mutually agreed upon by both SWBT and the LSP.

APPENDIX OS

EXHIBIT II-B

BASIS OF COMPENSATION (STANDARD WORK SECOND METHOD)

Billing will be on a Standard Work Second basis. SWBT Standard work seconds will be applied to all call attempts delivered to the Operator, with the exception of Fully Automated Station and Fully Automated Calling Card services, which will be billed on a completed billable call basis. The following rates will apply for each service element; these rates have been adjusted to include applicable Operator Assistance Volume Discount and Multi-Service Discount plans.

<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Price per standard work second)
1. Semi-Automated Station	0+ Sent Paid	\$X.XX
	0+ Collect	\$X.XX
	0+ third Number	\$X.XX
2. Semi-Automated Person	0+ Person Paid	\$X.XX
	0+ Person Collect	\$X.XX
	0+ Person third Number	\$X.XX
	0+ Person Clg. Card	\$X.XX
3. Semi-automated Calling Card	0+ Clg. Card	\$X.XX
4. Non-Automated Station	0- Sent Paid	\$X.XX
	0- Collect	\$X.XX
	0- third number	\$X.XX
	0- Clg. Card	\$X.XX
5. Non-Automated Person	0- Person Paid	\$X.XX
	0- Person Collect	\$X.XX
	0- Person third Number	\$X.XX
	0- Person Clg.Card	\$X.XX

<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u> (Price per standard work second)
6. Line Status Verification	0- LSV 0+LSV	
7. Busy Line Interrupt	0- BLI 0+BLI	
8. 0-Transfer	0- Transfer to IXC	
9. Misc. Calls	NO AMA, Auto Collect, Dial Rate, 0- No Attempts 0- Transfer	
		<u>RATE</u> (Price per fully automated call)
10. Fully Automated Station	0+Collect 0+third Number	\$X.XX
11. Fully Automated Calling Card	0+C1g. Card	\$X.XX
12. Call Branding		No additional charge per call

The specific branding phrase used to identify the LSP will be mutually agreed upon by both SWBT and the LSP.

APPENDIX CH

JULY 1996

Appendix CH
CLEARINGHOUSE SETTLEMENT REPORT APPENDIX

WHEREAS, SWBT operates a clearinghouse, as described below, for its own behalf and that of participating LECs and LSPs; and

WHEREAS, the contracting LSP wants to participate in the clearinghouse on the terms set forth herein;

The Parties agree to the following:

I. CLEARINGHOUSE DESCRIPTION

SWBT operates a clearinghouse for the purpose of facilitating the exchange of certain alternately billed intrastate intraLATA message toll call records and the reporting of settlement revenues owed by and among participating LECs and LSPs, including SWBT.

II. QUALIFYING MESSAGE CRITERIA

The only toll call messages that qualify for submission to SWBT for clearinghouse processing are (a) intrastate intraLATA sent collect (including calling card, collect and third number) messages which are originated in one LEC's or LSP's exchange, exclusively carried by a LEC or LSP over LEC or LSP facilities and billed to a customer located in another LEC's or LSP's exchange within the same state; or (b) intrastate intraLATA sent collect (but limited to calling card and third number) messages originated in one of SWBT's operating areas (located in parts of Texas, Arkansas, Kansas, Missouri or Oklahoma), exclusively carried by a LEC or LSP over LEC or LSP facilities, and billed to a customer located in another LEC's or LSP's exchange and not in the originating State.

III. RESPONSIBILITIES OF THE PARTIES

- A. LSP agrees that it will provide SWBT with billing records for clearinghouse processing that are in an industry standard format acceptable to SWBT and at a minimum shall display the telephone number of the end user to whom the call is to be billed, and data about the call sufficient for a carrier to comply with all applicable state regulatory requirements. For purposes of this Appendix, these records ("Clearinghouse Records") shall detail intraLATA toll calls which were originated by use of the single digit access code (i.e., 0+ and 0-) in one LEC or LSP exchange but are to be billed to an end user in another LEC or LSP exchange. Such records are referred to as category 92 records

for clearinghouse processing purposes. Also, the term "Record" shall mean the call detail attributed to a single completed toll message.

LSP agrees that all Clearinghouse Records it generates will display indicators denoting whether category 92 Records should be forwarded to SWBT's clearinghouse. LSP shall retain its originating records for ninety (90) days such that the category 92 Records can be retransmitted to SWBT for clearinghouse processing, if needed.

- B. SWBT shall provide and maintain such systems as it believes are required to furnish the clearinghouse service described herein. SWBT, in its capacity as operator of the clearinghouse, agrees to retain all Records processed through the clearinghouse for two (2) years.
- C. LSP shall timely furnish to SWBT all clearinghouse records required by SWBT to provide the clearinghouse service in accordance with the Technical Exhibit Settlement Procedures (TESP). SWBT shall provide the clearinghouse service in accordance with the TESP unless mutually agreed otherwise in writing.
- D. Presently, in operating the clearinghouse, SWBT relies upon NXX codes to identify messages for transmission to participating billing companies. To the extent any subprocesses are required to settle clearinghouse messages due to the use of ported numbers, such subprocessing will be the responsibility of the porting entity. If NXX codes cannot be solely relied upon to identify messages for transmission to participating billing companies, and if additional processing is needed by SWBT to identify the participating billing company, LSP agrees to compensate SWBT for such additional processing at a reasonable per message rate to be set by SWBT.

IV. PROCESSING CHARGE

LSP agrees to pay SWBT a processing charge in consideration of SWBT's performance of clearinghouse services. This charge is \$.02 per originated Clearinghouse Record processed on behalf of LSP.

V. BILLING CHARGE

LSP agrees to pay a \$.05 per message charge to the LEC or LSP responsible for billing the message, including SWBT when SWBT bills the message.

- VI. SETTLEMENT REPORT

SWBT shall issue monthly reports containing the results of the processing of Clearinghouse Records to each participating LEC and LSP. These reports list the (a) amounts owed by the LSP for billing messages originated by others; (b) amounts due to LSP for LSP-originated messages billed by others; (c) applicable billing charges; and (d) processing charges.

- VII. The Parties agree that processing of retroactive messages through the Clearinghouse is acceptable, if such messages utilize the industry standard format for call records, pursuant to Section II. The Parties agree that lost messages are the complete responsibility of the originating LEC or LSP. If messages are lost by any Party, and cannot be recreated or retransmitted, the originating LEC or LSP will estimate messages, minutes, and associated revenues based on the best available data. No estimate will be made for messages which are more than two years old at the time the estimate is made. These estimates will be off-line calculations (i.e., not part of the routine clearinghouse processing) and will be included as a supplement to the monthly settlement report.

VIII. LIMITATION OF LIABILITY

By agreeing to operate the clearinghouse, SWBT assumes no liability for any LEC or LSP's receipt of appropriate revenues due it from any other entity. LSP agrees that SWBT will not be liable to it for damages (including, but not limited to, lost profits and exemplary damages) which may be owed to it as a result of any inaccurate or insufficient information resulting from any entity's actions, omissions, mistakes, or negligence and upon which SWBT may have relied in preparing settlement reports or performing any other act under this Appendix.

LSP agrees to indemnify and hold SWBT harmless against and with respect to any and all third party claims, demands, liabilities or court actions arising from any of its actions, omissions, mistakes or negligence occurring during the course of this Appendix.

- IX. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such

losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of processing charges made for the clearinghouse services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.

X. DISCLAIMER OF WARRANTIES

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